COLLECTIVE BARGAINING AGREEMENT

BETWEEN

PROFESSIONAL EMPLOYEES LODGE NO. 254
International Association of Machinists
and Aerospace Workers
Unit 10

and

DES MOINES PUBLIC LIBRARY

Effective

July 1, 2006 through June 30, 2008

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Exhibit 1 City of Des Moines Health Plan Appendix A Des Moines Public Library Pay Plan

AGREEMENT PREAMBLE

This agreement has been entered into by and between the Des Moines Public Library, hereinafter referred to as the "Employer" or the "Library," and the Professional Employees Lodge No. 254, of the International Association of Machinists and Aerospace Workers, AFL-CIO, hereinafter referred to as the "Union."

ARTICLE I RECOGNITION

Section 1 As a result of an election conducted on May 20-21, 1986 by the Public Employment Relations Board, in Case No. 3165, the Union was certified as the exclusive bargaining representative on June 3, 1986. Pursuant to and in accordance with all applicable provisions of the "Public Employment Relations Act" of the State of Iowa, hereinafter referred to as the "Act," and in recognition of the Public Employment Relations Board's certification of said Union in Case No. 3165, the Library does hereby recognize the Union as the collective bargaining representative for all employees of the Library included in the "Bargaining Unit," including all non-professional employees of the Library, including those listed in Appendix "A" of this Agreement.

ARTICLE II UNION REPRESENTATION

<u>Section 1</u>. The Employer recognizes all accredited members of the Negotiating Committee consisting of not more than three (3) members: two (2) Shop Stewards employed at the Employer's Central Library, one (1) Shop Steward at each existing branch library and any full-time, paid representatives of the International Association of Machinists and Aerospace Workers in all matters relating to grievances, interpretations of this Agreement, or any other appropriate Employer/Union matters.

<u>Section 2</u>. The Employer shall in no way restrain, interfere with, coerce or discriminate against designated representatives of the Union in the exercise of their responsibilities as representatives for the purpose of collective bargaining, handling grievances and any other lawful, legitimate responsibility. However, Union representatives shall follow the procedure outlined below.

A. Upon request of the employee(s) to be represented at discussions with the Employer concerning grievances, personnel policies, practices and other matters affecting working conditions, the Employer shall grant the Union the opportunity to be present and participate in such discussions. The Employer and the Union agree that attendance at meetings to resolve grievances and disputes will be limited to the number of attendees necessary to have a full and frank discussion of the matter(s) involved.

Normally, each party will be represented by one person.

B. The Union acknowledges its responsibility to represent all employees within the bargaining unit. The Employer and the Union jointly agree to take appropriate action

to assure that employees are advised of their rights under the Public Employment Relations Act.

- C. To insure that employees have reasonable access to Union representation, the Employer and the Union agree that properly elected and/or appointed employees will serve in the capacity of Shop Stewards. Such Shop Stewards may receive and investigate complaints or grievances upon request of the employee(s) involved. However, Shop Stewards may not solicit such complaints or grievances. Upon request to their supervisor, Shop Stewards may be permitted to leave their regular work area for the purpose of investigating a grievance or complaint in their assigned area. Such request will normally be approved, but in any event, such request will not be unreasonably denied. However, if the work is such as the supervisor must deny the request, the Shop Steward will be immediately granted time to telephone another Union representative to inform them of the need for a Union representative.
- D. Whenever a Shop Steward enters a work area for the purpose of investigating a complaint or grievance, the Shop Steward will notify the supervisor of such area as to the purpose for being in the area.
- E. Union representatives shall suffer no loss of their regular pay for the normal work shift while conducting an investigation of a complaint or grievance or while receiving, investigating, and presenting a complaint or grievance when properly excused by their supervisor. However, time spent investigating complaints or grievances shall be kept reasonable and commensurate with the circumstances of the matter at issue. Normally, such time shall not exceed one half (1/2) hour at the first step of a grievance procedure.
- F. Union representatives may conduct the following business on Library time:
 - 1. The receiving, investigating, and filing of complaints or grievances.
 - 2. Participation in hearings before a hearing examiner, an arbitrator, a mediator or before the Public Employment Relations Board provided such Union representatives are directly involved in the issue.
 - 3. Attendance at all joint meetings of Union officials, Shop Stewards, members of the Negotiating Committee and the Library administration.
- G. Time spent in preparing for official meetings with Library representatives shall not be on Library time but on the employee's own time.

<u>Section 3</u>. The names of all members of the Negotiating Committee and Shop Stewards shall be transmitted in writing to the Library Director upon their designation by the Union. Any change in the above officials shall be reported promptly to the Library Director. Union officials may not conduct Union business until the above notification has been made.

<u>Section 4</u>. Employees shall not be unreasonably denied the opportunity to contact their Union representative during work hours concerning their own complaint or grievance.

ARTICLE III EMPLOYER/UNION RELATIONS

<u>Section 1</u>. All formal negotiations or bargaining with respect to the terms and conditions of this Agreement shall be conducted by authorized representatives of the Union and such authorized representatives of the Library.

<u>Section 2</u>. No agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions contained herein shall be made by any employee or group of employees with the Employer, and in no case shall it be binding upon the parties hereto unless such agreement is made and executed in writing between the parties hereto.

ARTICLE IV CHECKOFF

<u>Section 1</u>. Upon receipt of a signed authorization from the employee involved, the Employer shall deduct from the employee's pay the initiation fee, reinstatement fee, and/or monthly dues payable by such employee to the Union during the period provided for in said authorization. The amount will be certified by the Union.

<u>Section 2</u>. Deductions shall be made on account of initiation fees, reinstatement fees, and/or monthly dues from the first and second paycheck of the month after receipt of the authorization. Each month thereafter, deductions shall be made on account of Union dues from the first and second paycheck of the employee so as to provide deductions equal to the amount of monthly dues.

<u>Section 3</u>. Deductions provided for in this Article shall be remitted to the Union by mail in a timely manner. The Employer shall furnish the Union with a record of those for whom deductions were made and the amounts of the deductions.

<u>Section 4</u>. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or filed against the Employer as a result of any action taken by the Employer in compliance with this Article.

ARTICLE V MANAGEMENT RIGHTS

<u>Section 1</u>. Except as limited by this Agreement, the Employer shall have, in addition to all powers, duties, and rights established by constitutional provision, statute, ordinances, charter or special act, the exclusive power, duty, and the right to:

- A. Direct the work of its employees
- B. Hire, promote, demote, transfer, assign and retain employees in positions with the Library
- C. Suspend or discharge employees for proper cause

- D. Maintain the efficiency of Library operations
- E. Relieve employees from duties because of lack of work or other legitimate reasons
- F. Determine and Implement methods, means, assignments and personnel by which Library operations are to be conducted
- G. Take such actions as may be necessary to carry out the mission of the Library
- H. Initiate, prepare, certify and administer its budget
- I. Exercise all powers and duties granted the Library by law

ARTICLE VI NON-DISCRIMINATION

Section 1. In accordance with applicable state and federal laws, the Union and the Library agree not to discriminate against any employee on the basis of race, ethnicity, color, age, religion, sex, sexual orientation, national origin, physical and mental disability. In the event any dispute(s) arise claiming violation of this section, such dispute may be processed in accordance with the Grievance Procedure but shall not be subject to arbitration but shall be resolved through appropriate procedures such as through the Des Moines Human Rights Commission or the lowa Civil Rights Commission.

<u>Section 2</u>. The Employer will not discriminate against, interfere with, restrain or coerce any employee in regard to hire, promotion, tenure of employment or any term or condition of employment because of membership or non-membership in, or activity on behalf of the Union. In the event any dispute(s) arise claiming violation of this section, such disputes may be processed in accordance with the Grievance Procedure or through other appropriate procedures such as the Public Employment Relation Board.

<u>Section 3</u>. The Union will not discriminate against, interfere with, restrain or coerce any employee because of membership or non-membership in the Union.

ARTICLE VII GRIEVANCE PROCEDURE

<u>Section 1</u>. For the purpose of this Agreement, the term "grievance" means any dispute concerning the interpretation, application, or violation of this Agreement. It shall be the effort of the Employer and the Union to investigate, discuss, and process grievances as expeditiously as possible in an effort to minimize the productive time lost in connection therewith.

<u>Section 2</u>. If grievances arise, they shall be handled in the following manner, and must be initiated at Step 1:

Step 1. A grievance or dispute may be submitted verbally by Shop Steward, Negotiating Committee Person, and/or aggrieved employee(s) to the supervisor involved. The supervisor shall attempt to settle the grievance or dispute as quickly as

possible but shall give a verbal answer not later than two (2) workdays after it is submitted. If no satisfactory settlement is reached at this step, then:

Step 2. A written grievance shall be submitted to the supervisor within seven (7) workdays of knowledge of the occurrence of the alleged violation and must be signed by the aggrieved employee(s).

The supervisor shall then respond by stating the Employer's position in writing within five (5) work days following receipt of the written grievance. If no satisfactory settlement is reached at this step, then:

Step 3. Within five (5) work days after receipt of the decision at Step 2, or if no timely decision has been delivered, the employee (or designated representative) shall then present the written grievance to the appropriate department director, who shall then respond in writing within five (5) work days.

Step 4. Within fifteen (15) work days after receipt of the decision at Step 3, or if no timely decision has been made, the employee (or designated representative) shall then present the written grievance to the Library Director, who shall then respond in writing within fifteen (15) work days.

Step 5. Within ten (10) work days after receipt of the decision at Step 4, or if no timely decision has been delivered, the employee (or designated representative) may then initiate the arbitration process by notifying the Library Director in writing. Such notice shall specify which section(s) of the Agreement are alleged to have been violated and exactly what remedy is sought.

The parties shall promptly meet to attempt to agree upon an arbitrator. If they are unable to agree, they shall request the Federal Mediation and Conciliation Service to provide a list of five (5) names, and, by alternately striking names, the last remaining name shall be selected. The cost of arbitration shall be shared equally by the parties. Each party shall be responsible for compensating its own witnesses.

<u>Section 3</u>. Any settlement or award under this grievance procedure may not include more than fourteen (14) days retroactively from the date the grievance was filed at Step 2. The arbitrator shall be without power to add to, subtract from, or change or amend the terms of this Agreement or to make any decision in conflict with the laws of the State of lowa.

The arbitrator shall only consider and issue a decision with respect to the specific issue submitted, and shall have no authority to make a decision on any other issue not so submitted. The decision shall be based solely upon interpretation of the meaning and application of the terms of this Agreement as to the facts of the grievance presented. A decision rendered consistent with the terms of this Agreement shall be final and binding.

<u>Section 4</u>. In the event the Employer fails to respond within the time limits provided for and specified in the various steps of the grievance procedure as herein set forth, the Union has the right to proceed to the next step of the grievance procedure.

In the event the Union fails to comply with the time limits provided for and specified in the various steps of the grievance procedure as herein set forth, the grievance shall be considered settled on the basis of the Employer's last response. In such case, the settlement shall in no way be precedent setting for future cases which are like or similar.

The time limits provided for and specified in the various steps of the grievance procedure as herein set forth may be extended by mutual agreement between the Union and the Employer.

Section 5. Nothing contained herein shall prevent an employee from electing to process a grievance without Union representation. In such case, however, the individual grievance shall be processed in accordance with the provisions of this Agreement and no settlement or proposed settlement inconsistent with the provisions of this Agreement shall be made. However, arbitration may be invoked only upon the approval of both the employee(s) affected and involved in the grievance and the Union.

ARTICLE VIII SENIORITY

<u>Section 1</u>. Seniority is determined by the length of continuous, unbroken service as a regular full-time employee or regular part-time employee of the Library.

- A A regular full-time employee normally works forty (40) hours per week.
- B. For purposes of computing the seniority of regular part-time employees, the below definitions are provided.
 - 1. THREE-QUARTER TIME EMPLOYEE A regular part-time employee who normally works at least thirty (30) hours but less than forty (40) hours per week.
 - 2. ONE-HALF TIME EMPLOYEE A regular part-time employee who normally works at least twenty (20) hours but less than thirty (30) hours per week.

Section 2. In computing seniority, full-time employees receive full credit for their respective period of tenure with the Library. Three-quarter time employees receive credit for three-fourths (3/4) of their respective period of tenure with the Library. One-half time employees receive credit for one-half (1/2) of their respective period of tenure with the Library. As an example, a half-time employee would have six (6) months of seniority for one (1) full year of service. In addition, periods of employee suspension or leaves of absence without pay in excess of thirty (30) consecutive work days shall be deducted from the employee's time of seniority. It is important to note any difference between "Seniority Date" and "Adjusted Start Date."

Section 3. New employees shall be considered probationary employees during the first one hundred-eighty (180) calendar days of employment, after which time seniority is acquired retroactive to the date of hire. However, the probationary period may be extended by up to two thirty-calendar-day (30) extensions if necessary. The name of the probationary employee shall be added to the seniority list upon hire, but shall be listed as a "probationary employee" during the probationary period. The employee may be terminated at the sole discretion of the Employer at any time during the probationary period except as provided for in the Non-Discrimination Article of this Agreement. With respect to all other matters, probationary employees are covered by the terms of this Agreement and shall have access to the grievance procedure for the enforcement of their rights thereunder.

Section 4. For the following reasons only, seniority shall be broken when an employee:

A. Voluntarily quits;

- B. Is properly discharged;
- C. Fails to notify the Employer of the intent to return to work within five (5) days after being recalled from layoff unless satisfactory reason is given.
- D. Fails to return to work within ten (10) work days after being recalled from layoff unless satisfactory reason is given.

Notification for the purpose of this Section will be made by Certified Mail or Telegram, addressed to the employee's last known address as shown on the Employer's records.

<u>Section 5</u>. In the event more than one (1) employee has the same seniority date, seniority shall than be determined by the involved employee's adjusted start date. In the event that a tie in seniority still exists, seniority shall then be determined by the date the involved employee's application for employment was received by the Library as indicated by the Library's official date stamp (i.e. - the employee who applied for employment first shall have the most seniority). In the event that a tie in seniority still exists, a coin toss shall then be conducted to determine the greater seniority.

<u>Section 6</u>. In the event an employee has held more than one (1) job classification, the length of seniority in the respective job classification(s) shall accrue from the date of permanent appointment in each classification. When an employee is promoted to a job classification with a higher pay grade, the seniority shall be continuous in the formerly held job classification. However, when an employee is demoted to a job classification with a lower pay grade, the seniority date does not continue to accrue for the previously held job classification with a higher pay grade.

<u>Section 7</u>. The Employer will post and periodically update a copy of the seniority list on the bulletin boards.

ARTICLE IX PROMOTIONS AND TRANSFERS

<u>Section 1</u>. Promotions and transfers within the bargaining unit will be made in accordance with the procedure herein set forth:

- A. All vacancies and new jobs to be filled will be posted on the bulletin board in the Employer's facilities to give present employees the opportunity to bid on the job, and such posting shall remain posted for seven (7) calendar days. Such posting shall state the job classification available, anticipated facility, rate of pay, qualifications, number of openings available and the date and hour the bidding will be closed.
- B. Any employee may bid for the posted job. In the event an employee successfully bids on more than one (1) posted job, such employee shall have the opportunity to select the preferable job. All bid forms shall be made available for review on request from the Union.
- C. The most senior employee(s), with ability being sufficient to perform the job in a satisfactory manner, signing the job bid form shall be given the job except as follows:

1. Not withstanding the foregoing, in the event an employee signs the job bid who has successfully completed training specifically relating to the duties of the job and has demonstrated the ability to perform the work in a manner superior to the senior bidder, then in that case, such employee may be granted the bid job.

The employer will notify the successful bidder(s) no later than five (5) days after the bidding is closed.

- D. In the event an employee has successfully bid on a vacancy or a new job which has a lower pay range than the present pay range of such employee, that employee will receive the rate of pay which is equal to the employee's present rate of pay provided the rate of pay falls within the pay range of the new job. In the event the employee's present pay range is higher than the range of the new job, then the employee will be paid at the highest rate of pay in the new range.
- E. In the event an employee has successfully bid on a vacancy or new job which has a higher pay range than the present pay range of the employee, that employee shall immediately progress to the rate of pay of the bid job which is one (1) step higher than the employee's present rate of pay.
- F. An employee who is successful in bidding on a job shall be in a trial period on that job for the first ninety (90) days of employment on that job including employees bidding within their present job classification for reason of transfer. This trial period may be extended by agreement between the Employer and the Union for a similar period to determine the employee's job qualifications.
- G. Should a successful bidder fail to successfully complete the ninety (90) day trial period, the employee will be returned to the job classification that employee held immediately prior to the trial period by displacing the most junior employee in such job classification except in the event there exists an employee within the job classification who does not perform the job in a satisfactory manner. Then, in that case, that employee will be displaced first. The inability to perform the job in a satisfactory manner must be documented by at least one (1) of the following:
 - Performance evaluations
 - 2. Written warnings and reprimands
 - 3. Suspensions
 - 4. Complaints from the public, provided some form of disciplinary action was taken in a timely manner following receipt of the complaint.

Section 2. The Library Director shall have the right to temporarily transfer an employee from one job classification to another job classification when such transfer is not expected to exceed ninety (90) calendar days. Temporary transfers expected to exceed ninety (90) calendar days shall be posted for bid and filled in accordance with the procedure herein set forth.

<u>Section 3</u>. Employees who are temporarily transferred from one job classification to another shall, upon such transfer, receive the rate of pay which is one (1) step higher than the employee's present rate of pay or the first step of the job to which transferred, whichever is

the greater, for each hour worked beyond the tenth (10th) day the employee is in the classification. The employee shall not suffer a reduction in rate of pay during the transfer.

ARTICLE X LAYOFF, TRANSFER AND RECALL

<u>Section 1</u>. In the event a reduction in force becomes necessary, the Library agrees to provide the affected employees advance notice of at least ten (10) workdays.

<u>Section 2</u>. Whenever it becomes necessary for employees of a special job classification to be laid off, the order of layoff shall be as follows:

- A. Employees within the job classification shall be laid off in the reverse order of their seniority in that job classification except as follows:
 - In the event there exists an employee within the job classification who does not perform the job in a satisfactory manner, then, in that case, such employee shall be laid off first. The inability to perform the job in a satisfactory manner must be documented by at least one (1) of the following:
 - a. Performance evaluation(s)
 - b. Written warning and reprimand(s)
 - c. Suspension(s)
 - d. Complaints from the public, provided some form of disciplinary action was taken in a timely manner following receipt of the complaint.

<u>Section 3</u>. An employee to be laid off shall be given the opportunity, seniority permitting, to "bump" the least senior employee in a job classification in which the employee has previously held permanent status, meets the minimum qualifications, and is able to perform the work. The bumped employee shall than be eligible to initiate this same process.

<u>Section 4</u>. An employee who bumped into a different job classification to avoid layoff shall, for a period of up to three (3) years, be eligible for reinstatement to the original or like job when an appropriate vacancy occurs provided the employee is still qualified and able to perform the job and accepts the offer of reinstatement within five (5) work days after being notified of the availability of the job.

Section 5. The names of employees laid off shall be placed on a recall list for the job classification involved in the layoff. For a period of up to three (3) years, such laid off employees shall be eligible for recall in the reverse order of layoff to the job classification from which they were removed or to a job classification which the employees previously held provided they are still qualified and able to perform the work and satisfactory arrangements to return to work are made within five (5) work days after being notified of recall.

ARTICLE XI HOURS OF WORK

<u>Section 1</u>. The normal work week shall consist of five (5) days, Monday through Friday, each including eight (8) hours of work. Inasmuch as the Library operates seven (7) days per week, including evenings, some employees may be required to work an alternate work week consisting of five (5) days which may include Saturday and/or Sunday as a normally scheduled day. Specific work schedules, including hours and days, shall be issued by the appropriate supervisor. Employees shall not be required to regularly work more than two (2) evenings per week; however, unusual circumstances may require employees to occasionally work more than two (2) evenings per week, except that employees at the Franklin Avenue Library may be required to regularly work three (3) evenings per week.

Straight time pay shall be paid for the first eight (8) hours worked in any continuous twenty-four (24) hour period beginning with the assigned starting time; provided, however, the Employer shall not be required to pay overtime to an employee for any hours worked beyond eight (8) in any continuous twenty-four (24) hour period if the employee voluntarily agrees to work those additional hours as part of a flexible work schedule.

Section 2. Eight (8) hours, exclusive of an unpaid lunch period near the mid-point of the work day, shall constitute a normal work day. The lunch period shall be scheduled as to time and duration in accordance with the prevailing departmental rules and regulations. However, a lunch period shall normally not be less than thirty (30) minutes nor more than one (1) hour.

Section 3. All employees shall be entitled to one (1) fifteen-(15)-minute rest break during the first four (4) hours of their work schedule, and one (1) fifteen-(15)-minute rest break during the following four (4) hours of their work schedule. In the event an employee works in excess of the regular work shift, an additional paid fifteen-(15)-minute rest period shall be granted to such employee for every four (4) hours worked. Such rest periods must be taken when due, and may not be accumulated for subsequent time off.

Section 4. Employees required to work weekend hours will normally be scheduled at least one (1) free weekend per month. A weekend is defined as Friday evening after 6:00 p.m., Saturday, and Sunday. However, part-time employees and employees who are advised at the time of appointment that their particular job will require regular evening and weekend work are excluded from this section.

ARTICLE XII OVERTIME

<u>Section 1</u>. Overtime is all time properly authorized and worked by an employee in units of one-quarter (1/4) hour or more which is in excess of the regularly scheduled hours of work, as described below.

<u>Section 2</u>. All overtime work shall be held to a minimum, consistent with efficient operation and provision of essential services. However, when overtime work is required, each employee is expected to accept and work such assignments.

<u>Section 3</u>. Regular full-time employees shall normally be given preference in overtime assignments. In all cases, however, overtime assignments will be made in such a way that the functions of the Library service will be most effectively completed. All compensable overtime

must be performed at the direction of the supervisor or the supervisor's authorized representative. Overtime credit may not be accrued without such authorization.

<u>Section 4</u>. For the purpose of computing overtime, only time actually worked shall be counted. Vacation, holiday, sick and injury leave and earned compensatory time off shall be considered the same as time worked.

<u>Section 5</u>. The times when compensatory time off may be taken shall be at the discretion of the supervisor, although the employee's wishes shall be given consideration whenever possible. When compensatory time off is directed by the supervisor or requested by the employee, reasonable advance notice shall be provided.

Section 6. Overtime work shall be compensated for in the following manner:

A. Employees who work forty (40) hours per week shall receive compensatory time off at time and one-half for work performed in excess of their regular work schedule, eight (8) hours per day or forty (40) hours per week. Cash payment may, at the discretion of the Library Director, be made in lieu of compensatory time. The Employer shall not, however, be required to pay compensatory time or cash payment for any hours worked beyond eight (8) per day pursuant to a flexible schedule as referred to in Article XI, Section 1.

ARTICLE XIII WAGES

<u>Section 1</u>. COMPENSATION - The rates of pay, pay ranges, and respective job classifications for each employee in the bargaining unit are set forth in Appendix 'A' attached hereto and made a part hereof.

Section 2. WITHIN-GRADE SALARY INCREASES - Upon appointment, employees shall normally be compensated at the first step in the pay range for their respective job classification. Appointments may be made above the first step of the range at the discretion of the Library Director. Upon completion of twelve (12) months of service the employee is eligible, upon a recommendation from the supervisor, for an increase to the next higher step. The employee is then eligible for step increases each twelve (12) months until reaching the top step of the respective pay range.

Such new adjustments shall be made effective at the beginning of the pay period during which the required qualified service and other requirements are reached.

A step increase may be delayed for cause, for a period of up to ninety (90) days, but such delay shall not establish a new anniversary date for the purpose of future step increases.

ARTICLE XIV LONGEVITY PAY

<u>Section 1</u>. ELIGIBILITY - Regular full-time employees who have performed continuous service for the required number of years shall be eligible to begin accruing longevity pay at the beginning of the payroll period in which the required number of years has been completed.

- A. CONTINUOUS SERVICE Continuous service shall be terminated by resignation, dismissal, or retirement. If an employee so terminated received a subsequent reappointment, such employee shall not be given longevity pay for service prior to the termination. Continuous service shall not be considered broken if an employee:
 - 1. Is on military leave of absence and returns to Library employment in accordance with Federal and State Law.
 - Is on authorized leave of absence or on a temporary suspension without pay.
 However, no credit shall be allowed for time toward the accumulation of a five (5)-year period by employees suspended or on leave without pay for over thirty
 (30) consecutive calendar days, and additional time equal to the loss of service
 must be served to qualify for longevity.

<u>Section 2</u>. AMOUNT OF PAYMENT - Eligible employees, upon successful completion of the following continuous years of service, shall receive longevity pay as a percentage of their total salary, and based upon their years of service. The longevity schedule shall be as follows:

| 5 years | One percent (1%) |
|----------|--------------------|
| 9 years | Two percent (2%) |
| 13 years | Three percent (3%) |
| 17 years | Four percent (4%) |
| 21 years | Five percent (5%) |
| 25 years | Six percent (6%) |

<u>Section 3</u>. LIMITATIONS - An employee who is suspended, on leave of absence without pay, or otherwise off the payroll for any period of thirty (30) consecutive calendar days or more shall receive no longevity credit for such period.

ARTICLE XV CALL-IN AND REPORT PAY

<u>Section 1</u>. Employees who report for work at their regular starting time and place but are sent home by the Employer shall be paid a minimum of two (2) hours pay at their regular straight time rate of pay.

<u>Section 2</u>. Employees called in to perform work not in continuation with such employee's daily work schedule shall receive a minimum of two (2) hours pay at their regular straight time rate of pay.

ARTICLE XVI VACATIONS

<u>Section 1</u>. ELIGIBILITY - All regular full-time and part-time employees who regularly work at least twenty (20) hours per week, and who have completed the probationary period, shall be eligible for vacation leave upon accrual.

<u>Section 2</u>. ACCRUAL - Employees shall accrue vacation pursuant to the schedule set forth below:

| LENGTH OF | YEARLY | ALLOWANCE | HOURS GRANTED |
|--------------------|--------|-----------|-----------------|
| CONTINUOUS SERVICE | DAYS | HOURS | EACH PAY PERIOD |
| 0-3Years | 10 | 80 | 3.08 |
| 3- 5 Years | 15 | 120 | 4.62 |
| 5-20Years | 20 | 160 | 6.16 |
| After 20 Years | 25 | 200 | 7.70 |

- A. Part-time employees normally working more than twenty (20) hours per week but less than forty (40) hours per week are entitled to fifty percent (50%) of the paid vacation schedule set forth above.
- B. An employee shall continue to accrue vacation while on any compensated leave (i.e. vacation, sick leave, compensatory, emergency or injury).
- C. Probationary employees shall accrue vacation during their probationary period, but shall be ineligible for such vacation until they become regular full-time employees by completing their probationary period. In the event of termination during their period of probationary employment, they shall be ineligible for vacation pay.

<u>Section 3</u>. ADMINISTRATION - Vacation leave shall be administered in the manner prescribed below:

- A Vacation pay shall be at the employee's regular rate of pay. Vacation leave shall be charged as used in amounts of not less than one half (1/2) hour.
- B All vacation leaves and schedules must be approved by the supervisor and filed in the prescribed manner with the Library. In approving such a schedule, the supervisor shall consider the needs of the Library service and the wishes of the employee.
- C. When a Holiday or a Funeral Leave (as provided for in the LEAVES OF ABSENCE ARTICLE of this agreement) occurs during an employee's assigned vacation and the employee is entitled to the Holiday or to a paid leave of absence, then in that case, such entitlement will not be counted as part of the vacation time.
- D Accrued but unused vacation will be paid upon any termination. In the event of the death of an employee, accrued vacation will be paid to the employee's legal heir or estate. No vacation accrual will be paid upon termination of employment of a probationary employee.

<u>Section 4</u>. Since vacation time is accumulated each month, employees will have varying amounts of vacation time. Upon request from the employee involved, such employee's supervisor will determine and advise the employee as to the amount of vacation to which the employee is entitled.

ARTICLE XVII PAID HOLIDAYS

<u>Section 1</u>. The Employer shall grant paid holidays on an annual basis. The following days will be observed:

New Year's Day Martin Luther King, Jr. Birthday Memorial Day Independence Day Labor Day

Thanksgiving Day
Day After Thanksgiving
Christmas Day
Additional Christmas Day
Employee's Birthday
Veteran's Day

<u>Section 2</u>. All regular full-time and part-time employees who regularly work at least twenty (20) hours per week, and full-time probationary employees shall be eligible for paid holidays.

<u>Section 3</u>. Regular part-time employees who regularly work less than twenty (20) hours per week receive no holiday pay.

<u>Section 4</u>. Regular part-time employees who regularly work more than twenty (20) hours per week, but less than forty (40) hours per week, shall be eligible to receive fifty percent (50%) the normal holiday pay (i.e. four (4) hours pay).

<u>Section 5</u>. When a holiday occurs on an employee's regularly scheduled day off, the employee shall bank eight (8) hours of holiday time to be used at a future agreeable date where the employee will take off the regular work day with no loss of regular pay. When a holiday falls on Sunday, it will be observed on the following Monday.

<u>Section 6</u>. When Christmas falls on Tuesday, Wednesday, Friday or Saturday, the preceding workday shall be observed as a paid holiday in addition to Christmas day. When Christmas falls on a Sunday, Monday, or Thursday, the following workday shall be observed as a paid holiday in addition to Christmas day.

<u>Section 7</u>. Employees shall be entitled to observe their birthday on a workday on or after their birthday with the prior approval of their supervisor.

<u>Section 8</u>. When a holiday comes during a leave of absence for which an employee receives compensation (i.e. vacation, sick leave, compensatory, emergency or injury) holiday pay will be provided on the prescribed holiday.

Section 9. In the event an employee is required to work on a holiday as described in this ARTICLE, the employee shall be paid at the rate of double time in addition to the holiday pay except that the Library remains open the day after Thanksgiving and Martin Luther King, Jr. Birthday and employees required to work on those days shall receive only straight time, compensatory time off for hours worked.

ARTICLE XVIII
LEAVES OF ABSENCE

<u>Section 1</u>. FUNERAL LEAVE - Funeral leaves of absence shall be governed in accordance with the procedure set forth below.

- A. In the event of a death in the "Immediate Family," any regular full-time employee shall be granted a leave of absence with pay up to seven (7) calendar days by the department director.
- B. "Immediate Family" is defined as spouse, father, mother, sister, brother, child, stepchild, or other persons living in the same household with the employee.
- C. In the event of a death in the "Family," any regular full-time employee may be granted a leave of absence with pay up to three (3) calendar days by the department director. The Employer agrees that any request for a leave of absence because of a death in the "Family" will not be unreasonably denied.
- D. "Family" is defined as father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, aunt or uncle.
- E. If the situation warrants an extension, the department director may grant up to an additional three (3) calendar days with no loss of regular pay. A written explanation must be filed in advance with the Library Director.
- F. An affidavit of relationship and funeral attendance may be required for funeral leaves of absence.
- G. Funeral leave shall be at the employee's regular rate of pay.

<u>Section 2</u>. LEAVES OF ABSENCE WITHOUT PAY - Leaves of absence without pay shall be governed in accordance with the procedure set forth below.

- A. The Employer may grant a leave of absence for a reasonable length of time without pay provided the employee provides satisfactory evidence for the necessity of a leave of absence. The Employer agrees that any request for a leave of absence will not be unreasonably denied. Accumulated seniority shall not be lost during any such leave of absence; however, seniority shall accrue for the first thirty (30) days only.
- B. At the termination of any leave of absence, the employee will be returned to the position formerly held by such employee or to a comparable position. In the event the former position has been abolished, then the employee will be assigned to an equivalent position, seniority permitting. In each case, the employee will receive the then prevailing rate of pay for the job to which assigned.
- C. Any employee who does not report for work within three (3) work days after the termination of a leave of absence or an extension thereof may be considered a voluntary quit unless there is a reason provided to the Employer.

ARTICLE XIX SICK LEAVE

Section 1. ELIGIBILITY - All regular full-time and part-time employees who regularly work at

least twenty (20) hours per week shall be eligible for paid sick leave.

Section 2. ACCRUAL - Sick leave shall be accrued as follows:

- A. Sick leave shall be accrued for all regular full-time employees, at the rate of one workday for each month of continuous service with no limit to accumulations.
- B. Sick leave shall be accrued for regular part-time employees at the rate prescribed for regular full-time employees, but such accrual shall be a proration of one-half (1/2) the time provided to regular full-time employees.
- C. Sick leave shall be accrued by probationary employees at the rate prescribed above, but they shall be ineligible for use of sick leave until they have completed their probationary period.
- D. Any employee shall continue to accrue sick leave while on any other compensated leave.

Section 3. USAGE - Sick leave shall be granted under the following circumstances:

- A Maternity and/or paternity reasons. Male employees shall be eligible for sick leave for the day their spouse delivers the child. Then, after exhausting any vacation balance which they may have, they may request up to an additional three (3) sick leave days to stay home and care for the spouse and/or child. The Employer agrees that such request shall not be unreasonably denied.
- B. Sick Family Leave. If an employee must attend to an illness, injury, hospitalization, or outpatient surgery in the immediate family or household, sick leave may be taken.

Immediate family is defined as: father, mother, husband, wife, child, stepchild, or foster child.

If the employee has exhausted his/her sick leave, leave without pay may be granted if requested and approved at least twenty-four hours in advance. At the time the absence is reported, "sick family" must be indicated on the time sheet record. The immediate supervisor should be notified daily in advance of the scheduled work time and a specific time of return to duty should be given. Sick family leave may be taken for regularly scheduled medical, dental, and optical appointments.

Employees are asked to schedule dental, medical, and optical appointments either at the beginning of the day or at the end of the day so as not to disrupt the workflow in the library. Where possible, employees are asked to schedule family members for appointments at the same time as their own appointments to minimize the number of times an employee is away from the job.

- C. Physical and/or mental incapacity not work-related.
- D. Personal illness, including medical, dental, and/or optical appointments during work hours.

E. Enforced quarantine of employee in accordance with community health regulations and/or in accordance with the recommendation of a licensed medical physician.

Section 4. ADMINISTRATION - Sick leave shall be administered as follows:

- A. Requests for sick leave shall normally be made before an employee is regularly scheduled to report for duty.
- B. Sick leave shall be chargeable only when used on regularly scheduled work days or work periods and not on vacation time.
- C. If such sick leave exceeds three (3) consecutive workdays, department directors have the right to verify the reported sickness of an employee and may require a doctor's certificate for absence due to sickness. The certificate must state the kind and nature of the sickness or injury and whether the employee has been incapacitated for work for said period of absence.

In individual cases, where there is sufficient reason to believe the employee is abusing sick leave privileges, the employee will be first advised in writing that an acceptable medical certificate will be required for all future sick leave absences. Abuse of sick leave shall be cause for disciplinary action up to and including dismissal.

Section 5. SEPARATION CREDIT - No payment for unused sick leave credit shall be made upon separation from Library employment except in cases of retirement or death of a regular full-time employee of the Library as prescribed hereinafter. In the event of the employee's retirement, which meets the requirements of the applicable Federal or State Statutes or the employee's death, the employee or the employee's beneficiary shall be paid fifty percent (50%) of the employee's daily salary based on the employee's salary rate at the time of the employee's retirement or death for each full day of unused sick leave credit the employee has accrued, provided, however, that the maximum unused sick leave to be compensated for at the rate of fifty percent (50%) is limited to fifteen hundred (1500) hours; except that those employees who have a balance of thirteen hundred (1300) or more hours as of July 1, 1986 shall not be affected by the maximum period.

Employees with twenty (20) years or more of service who are terminated for any reason, other than dismissal for just cause, shall be eligible for the sick leave separation credit as outlined immediately above.

Section 6. Sick leave shall be paid at the employee's regular rate of pay.

ARTICLE XX JURY DUTY

<u>Section 1</u>. Any employee who is called to and reports for jury duty and/or jury examination shall be granted a leave-of-absence without loss of regular pay provided the pay received for jury duty is returned to the Des Moines City Treasurer less any amount included for travel allowance and/or expense reimbursement.

<u>Section 2</u>. When possible and reasonable to do so, an employee shall return to work after being excused from jury duty or jury examination provided the employee is excused during the

employee's regularly scheduled hours of work and provided the employee spent less than eight (8) hours performing jury duty and/or jury examination.

ARTICLE XXI INSURANCE COVERAGE

<u>Section 1</u>. The following insurance coverage shall be provided to regular full-time employees, within the rules and regulations of the insurer. Employees who regularly work at least thirty (30) hours per week, but less than forty (40) hours per week may participate in the following insurance benefits provided they authorize and execute the appropriate payroll deduction form to deduct fifty percent (50%) of the regular monthly premium for such insurance coverage from their regular pay so that the employee pays fifty percent (50%) of the total cost.

<u>Section 2</u>. LIFE - The Library agrees to provide straight term life insurance coverage with a face value of ten thousand dollars (\$10,000) for employees with less than five (5) years of service. Employees with five (5) years or more shall be provided coverage of twenty-five thousand dollars (\$25,000).

<u>Section 3</u>. HEALTH AND DENTAL – The City will make available for employees and their dependents a health insurance plan and a dental insurance plan as described in Exhibit 1 attached hereto and by this reference incorporated herein.

Section 4. CONTRIBUTION – The City will pay the premium for single coverage for health insurance and dental insurance. Beginning July 1, 2004, employees electing other than single coverage for health insurance will contribute five percent (5%) of the difference in cost of the single premium versus the family premium. Beginning July 1, 2006, employees electing other than single coverage for dental insurance will contribute one dollar (\$1) per month toward the premium. This contribution will be made by payroll deduction on a pre-tax basis through an Internal Revenue Code Section 125 premium payment plan.

<u>Section 5</u>. GENERAL PROVISIONS - It is agreed that the Employer has the right to change the schedule of benefits in the employee's health and life insurance program provided the present benefits are not reduced.

Handbooks and other information pertaining to the above listed plans are available to any employee from the Employer's Business Office.

Retired employees may, if they wish, continue to participate in the above listed plans at their own expense by making arrangements for quarterly payments through the City of Des Moines Human Resources Department.

ARTICLE XXII BULLETIN BOARDS

<u>Section 1</u>. The Employer will provide reasonable space for official Union business on each bulletin board in each work area of the bargaining unit.

Section 2. The Union may use such bulletin board space for any legitimate purpose such as:

A. Listing of names, work locations, and telephone extensions of Union officers and

Union Officials

- B. Notice of Union meetings
- C. Notice of Union elections
- D. Notice of Union recreational and social events
- E. Union educational notices

ARTICLE XXIII DISCIPLINARY ACTION

<u>Section 1</u>. PURPOSE OF SCOPE - Both parties to this Agreement recognize that a certain amount of discipline may be necessary for the efficiency of the operation of the Library. Therefore, these certain penalties for infractions of rules and policies have been agreed upon as follows:

Disciplinary actions or measures shall include the following:

- A. Written reprimand or warning
- B. Suspension with loss of pay
- C. Demotion
- D. Discharge

<u>Section 2</u>. RESTRICTIONS ON IMPOSITION OF DISCIPLINE - Written reprimands will cease to have any force and effect and will be removed from the employee's personnel file twenty-four (24) months after the effective date of the last reprimand. All such documents will remain a part of the employee's file until completion of a twenty-four-(24)-month period without any reprimand unless, at the discretion of the supervisor, it is removed earlier.

Section 3. REPRIMAND OR WARNING - Whenever an employee's performance falls below the required level or when an employee's conduct falls under one of the causes for action listed In this ARTICLE, the supervisor shall inform the employee promptly and specifically of such lapses. If appropriate and justified, following a discussion of the matter, a reasonable time for improvement or correction may be allowed before any further disciplinary action is initiated. In situations where an oral warning has not resulted in the correction of the condition or where more severe initial action is warranted, a written reprimand shall be sent to the employee and a copy placed in the employee's personnel folder.

<u>Section 4</u>. SUSPENSIONS - In those cases where one or more written reprimands have not proven to be effective, or in those cases where the seriousness of the events or conditions warrant it, an employee may be suspended without pay by the supervisor with the approval of the Library Director, for a period not to exceed thirty (30) calendar days for each offense for any cause listed in this ARTICLE.

<u>Section 5</u>. DEMOTION AND DISMISSAL - When other forms of disciplinary action have proven ineffective, or where the seriousness of the offense or condition warrants it, the Library

Director may demote or dismiss the employee for any cause or causes listed in this ARTICLE.

<u>Section 6</u>. CAUSES FOR ACTION - Appropriate disciplinary action may be taken for any of the following causes:

- A. Incompetency, inefficiency, or negligence in the performance of duty.
- B. Professional misconduct.
- C. Chronic physical or mental incapacity to perform the work of the position.
- D. Insubordination, constituting a serious breach of discipline.
- E. Unauthorized absence or abuse of leave privileges.
- F Acceptance of any valuable consideration given to influence the employee in the performance of duty.
- G. Falsification of any application or of any Library record.
- H. Use of official position for personal advantage.

ARTICLE XXIV PAYROLL DEDUCTIONS

<u>Section 1</u>. An employee may authorize, on a form provided by the Library, deductions from such employee's pay for the following purpose(s):

- A Des Moines Metro Credit Union
- B. U.S. Savings Bonds
- C. Combined Charities
- D. Union Dues Checkoff

<u>Section 2</u>. Monies so deducted by the Employer should be forwarded to the appropriate depository in a timely manner.

ARTICLE XXV EDUCATION TUITION REIMBURSEMENT PROGRAM

<u>Section 1</u>. Employee shall be eligible to apply for tuition reimbursement pursuant to the Education Tuition Reimbursement Program. Tuition reimbursement shall be granted according to the criteria and pursuant to the established procedures of the program.

Section 2. Upon advance request of the employee, recommendation of the employee's

departmental supervisor, and approval of the Library Director, a regular full-time employee may participate in the Education Tuition Reimbursement Program described hereafter subject to the following requirements.

- A. That the course shall directly relate to a function of the Employer and contribute to the employee's greater effectiveness on the job the employee performs or to a job to which the employee may be assigned and/or promoted.
- B. The employee shall satisfy the necessary prerequisite of the course for which the employee requests tuition reimbursement and shall receive approval of the Library Director prior to enrolling in the course.
- C. The participation in the Education Tuition Reimbursement Program shall be solely on the employee's time.

Section 3. Employees approved for participation in the Education Tuition Reimbursement Program shall be eligible for reimbursement by the Library for one hundred percent (100%) of the tuition for courses offered by accredited educational institutions up to a limit of six hundred dollars (\$600.00) per calendar year. Reimbursement shall be made of tuition fees upon completion of the course with a grade of "C" or better, and upon application to the Library Director showing evidence of successful course completion. Employees taking leave of absence for educational purposes shall not be eligible for participation in the Educational Tuition Reimbursement Program.

<u>Section 4</u>. At the time of Library budget preparation, and after consideration of the above criteria, the Library shall provide for necessary funds to finance the anticipated Education Tuition Reimbursement Program costs for the budget year. Maximum use shall be made of outside sources of revenue for educational purposes, where the courses thus funded meet the criteria set forth above.

ARTICLE XXVI SAFETY AND HEALTH

<u>Section 1</u>. The Library shall make reasonable provisions for the safety and health of the employees during the hours of their employment, and shall provide protection devices and other equipment necessary to protect the employees from injury and illness in conformance with statutory requirements.

<u>Section 2</u>. Employees are expected to follow established Library procedures for reporting occupational injuries and illnesses to their supervisor or to the supervisor's designee.

<u>Section 3</u>. Required outside medical treatment expenses relating to occupational Injuries will be recoverable from the Library only if proper authorization is first obtained from the supervisor or the Employee Health Clinic, except in the event of an emergency.

ARTICLE XXVII WORK RULES

<u>Section 1</u>. The Employer may, from time to time, adopt and publish changes in the existing work rules. Such changes shall become effective only after they have been prominently

posted on appropriate Employee bulletin boards for a period of five (5) workdays. However, under emergency conditions, as determined by the Library Director, such work rules may take immediate effect upon notice to all employees. All employees shall comply with the work rules.

<u>Section 2</u>. Any dispute regarding any such new rule, the existing work rules, or the application of such rules shall be resolved through the Grievance Procedure.

ARTICLE XXVIII STRIKES AND LOCKOUTS

<u>Section 1</u>. The Union will not, directly or indirectly, induce, instigate, encourage, authorize, ratify or participate in a strike against the Employer.

<u>Section 2</u>. The Employer will not lock out any or all of its employees during the time of this Agreement.

ARTICLE XXIX COMPLETE AGREEMENT AND WAIVER OF BARGAINING

Section 1. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of bargaining, and that the understandings and agreements reached are set forth in this Agreement. Therefore, the Library and the Union, for the life of this Agreement, each agrees that the other shall not be obligated to bargain collectively with respect to any subject covered in this Agreement or with respect to any subject or matter not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Article is subject to "Savings Clause." By mutual agreement of the parties, this Article may be waived.

ARTICLE XXX SAVINGS CLAUSE

<u>Section 1</u>. Should any provision of this Agreement be held unlawful either by the mutual agreement of the parties hereto or by a court or administrative agency of competent jurisdiction, all other provisions of this Agreement shall remain in force for the duration of this Agreement. Any provision held unlawful shall be automatically terminated.

<u>Section 2</u>. If replacement provisions are deemed necessary by the Library or the Union, they shall be negotiated immediately.

ARTICLE XXXI TERM OF AGREEMENT

<u>Section 1</u>. This Agreement shall be effective as of July 1, 2006 and shall remain in full force and effect through June 30, 2008.

In witness whereof, the parties have caused this Agreement to be executed by their respective officers and representatives thereunto duly authorized this 54h day of May, 2004.

FOR THE EMPLOYER:

Kay K. Runge Library Director

Kevin W. Techau, President Library Board of Trustees

Carol J. Moser, Assistant City Attorney

City of Des Moines

FOR THE UNION:

Robert Connett, Representative

Local Lodge 254

Jane Horn

Union Negotiating Committee

EXHIBIT 1 CITY OF DES MOINES HEALTH PLAN LIBRARY UNIT 10

- The Individual Calendar Year Deductible is \$250.00 per individual and \$500.00 per family.
- The Out-of-Pocket Maximums (which includes your deductible) are \$750.00 per individual or \$1,500.00 per family.
- Amounts that DO NOT apply toward your Deductible or Out-of-Pocket Maximums are any co-pays or penalty charges for failure to comply with Cost Containment Requirements

| BENEFIT | PREFERRED PROVIDERS | OUT-OF-NETWORK PROVIDERS |
|---|---|--|
| Hospital Inpatient Facility Pre-admission Testing | 100% 100% | 70/30 after deductible |
| Ambulance | 90/10 after deductible | 70/30 after deductible |
| Outpatient Hospital Surgical Charges Non-Surgical X-Ray & Lab | 90/10 after deductible | 70/30 after deductible |
| Emergency Care Outpatient Physician's Office Hospital Outpatient | \$20 co-pay then 100% \$50 co-pay then 90/10 | 70/30 after deductible \$75 co-pay then 70/30 |
| Accident Care Outpatient Physician's Office | \$20 co-pay then 100% | 70/30 after deductible |
| Hospital Outpatient Physician Services Office Visits | 90/10 after deductible | |

| Inpatient Hospital | \$20 co-pay then 100% | 70/30 after deductible |
|---|---|---|
| Outpatient Hospital Surgical Services | all others 90/10 after deductible | |
| Second Surgical Opinion | 100% | 100% |
| Routine Child Care Pediatric Vaccines Well Child Exams | \$20 co-pay then 100% | 70/30 after deductible |
| Allergy Injections | \$20 co-pay then 100% | 70/30 after deductible |
| Eye Exam & Refraction | \$20 co-pay then 100% | 70/30 after deductible |
| Nursing Facility | 80% after deductible | 80% after deductible |
| Home Health Care | 80% after deductible | 80% after deductible |
| Hospice Care | 80% after deductible | 80% after deductible |
| Mental Health Inpatient Treatment Outpatient Hospital Calendar Year Maximum | 90/10 after deductible 50% after deductible 51 visits | 70/30 after deductible 50% after deductible 51 visits |
| Substance Abuse Inpatient Treatment Outpatient Hospital Calendar Year Maximum | 90/10 after deductible 80% after deductible 51 visits | 70/30 after deductible 80% after deductible 51 visits |
| All Other Covered Charges | 80% after deductible | 80% after deductible |

PRESCRIPTION PLAN

RETAIL

\$5.00 GENERIC - \$20.00 BRAND - 30 DAY SUPPLY

MAIL ORDER

\$10.00 GENERIC - \$40.00 BRAND - 90 DAY SUPPLY

DENTAL EXPENSE COVERAGE

| | Deductible | Benefit Percent |
|--|------------|-----------------|
| Routine Oral Examinations | \$0 | 100% |
| Restorative Oral Surgery & Prosthetics | \$25 | 80% |
| Major Oral Surgery & Prosthetics | \$25 | 50% |
| Orthodontia | \$25 | 50% |
| Calendar year maximum benefit | | \$1000 |

Employees electing family health insurance coverage will contribute five percent (5%) of the difference between the family and single premium per month.

Employees electing family dental coverage will contribute one dollar (\$1) per month.

Appendix A

DES MOINES PUBLIC LIBRARY PAY PLAN Unit 10

Effective June 19, 2006 – June 17, 2007

| RANGE | CLASS CODE | TITLE | | STEP 1 | STEP 2 | STEP | STEP 4 | STEP 5 |
|-------|---------------|---------------------------------|---------------|--------------------------------|--------------------------------|--------------------------------|---------------------------------|--------------------------------|
| 19B | 3657 | Bldg. Equipment Operator | A B/W H | \$36,022 \$1,385 \$17.32 | \$37,754 \$1,452 \$18.15 | \$39,387 \$1,515 \$18.94 | \$41,162 \$1,583 \$19.79 | \$43,093 \$1,657 \$20.72 |
| 16 | 1953 | Senior Clerk Typist | A B/W H | \$31,022 \$1,193 \$14.91 | \$32,401 \$1,246 \$15.58 | \$33,755 \$1,298 \$16.23 | \$35,260 \$1,356 \$16.95 | \$36,790 \$1,415 \$17.69 |
| 16 | 2000L | Graphic Designer | A B/W H | \$31,022 \$1,193 \$14.91 | \$32,401 \$1,246 \$15.58 | \$33,755 \$1,298 \$16.23 | \$35,260 \$1,356 \$16.95 | \$36,790 \$1,415 \$17.69 |
| 15 | 5743L | Courier | A B/W H | \$30,570 \$1,176 \$14.70 | \$31,925 \$1,228 \$15.35 | \$33,254 \$1,279 \$15.99 | \$34,708 \$1,335 \$16.69 | \$36,188 \$1,392 \$17.40 |
| 14 | 3627L | Custodial Worker | A B/W H | \$28,765 \$1,106 \$13.83 | \$30,044 \$1,156 \$14.44 | \$31,348 \$1,206 \$15.07 | \$32,727 \$1,259 \$15.73 | \$34,081 \$1,311 \$16.39 |
| 12 | 1952 | Intermediate Clerk Typist | A B/W H | \$26,031 \$1,001 \$12.52 | \$27,085 \$1,042 \$13.02 | \$28,313 \$1,089 \$13.61 | \$29,517 \$1,135 \$14.19 | \$31,022 \$1,193 \$14.91 |
| 9 | 1381 | Clerk | A B/W H | \$22,997 \$884 \$11.06 | \$23,905 \$919 \$11.49 | \$24,959 \$960 \$12.00 | \$26,026 \$91,001 \$12.51 | \$27,088 \$1,042 \$13.02 |

DES MOINES PUBLIC LIBRARY PAY PLAN Unit 10 Effective June 18, 2007 – June 29, 2008

| RANGE | CLASS CODE | TITLE | | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 |
|-------|---------------|---------------------------------|---------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|
| 19B | 3657 | Bldg. Equipment Operator | A B/W H | \$37,193 \$1,430 \$17.88 | \$38,981 \$1,499 \$18.74 | \$40,667 \$1,564 \$19.55 | \$42,499 \$1,635 \$20.43 | \$44,494 \$1,711 \$21.39 |
| 16 | 1953 | Senior Clerk Typist | A B/W H | \$32,030 \$1,232 \$15.40 | \$33,454 \$1,287 \$16.08 | \$34,852 \$1,340 \$16.76 | \$36,406 \$1,400 \$17.50 | \$37,986 \$1,461 \$18.26 |
| 16 | 2000L | Graphic Designer | A B/W H | \$32,030 \$1,232 \$15.40 | \$33,454 \$1,287 \$16.08 | \$34,852 \$1,340 \$16.76 | \$36,406 \$1,400 \$17.50 | \$37,986 \$1,461 \$18.26 |
| 15 | 5743L | Courier | A B/W H | \$31,564 \$1,214 \$15.17 | \$32,962 \$1,268 \$15.85 | \$34,335 \$1,321 \$16.51 | \$35,836 \$1,378 \$17.23 | \$37,364 \$1,437 \$17.96 |
| 14 | 3627L | Custodial Worker | A B/W H | \$29,700 \$1,142 \$14.28 | \$31,020 \$1,193 \$14.91 | \$32,367 \$1,245 \$15.56 | \$33,791 \$1,300 \$16.25 | \$35,189 \$1,353 \$16.92 |
| 12 | 1952 | Intermediate Clerk Typist | A B/W H | \$26,877 \$1,034 \$12.92 | \$27,965 \$1,076 \$13.44 | \$29,234 \$1,124 \$14.05 | \$30,476 \$1,172 \$14.65 | \$32,030 \$1,232 \$15.40 |
| 9 | 1381 | Clerk | A B/W H | \$23,744 \$913 \$11.42 | \$24,682 \$949 \$11.87 | \$25,770 \$991 \$12.39 | \$26,872 \$1,034 \$12.92 | \$27,969 \$1,076 \$13.45 |